

**STATE OF WEST VIRGINIA  
LAND SALES AND CONDOMINIUM DIVISION  
BEFORE THE LAND SALES AND CONDOMINIUM DIRECTOR  
CHARLESTON, WEST VIRGINIA 25305**

**IN THE MATTER OF:**

**CASE NO.: 13-0010**

**GTR GROUP SERVICE,  
INTERNATIONAL TIMESHARE  
LIQUIDATORS, TIMESHARE  
TRAVELS, TIMESHARE  
BY OWNER, EXECUTIVE  
TIMESHARE MARKETING  
NATIONWIDE MARKETING  
SOLUTIONS, T.S. LUXURY GROUP,  
RESORT CONDO MANAGEMENT**

**SUMMARY ORDER TO CEASE AND  
DESIST, SUSPENDING EXEMPTIONS  
AND NOTICE OF RIGHT TO  
HEARING**

**RESPONDENTS.**

**SUMMARY ORDER**

Pursuant to the authority granted by the West Virginia Real Estate Time-Sharing Act, (hereinafter "Act")(Article 9, Chapter 36 of the West Virginia Code (2011)), the Division of Land Sales and Condominiums as administered by the Office of the West Virginia State Auditor (hereinafter "Division") has investigated the activities of the above named entities (hereinafter "Respondents"). As a result of the Division's investigation and upon due consideration thereof, the Director of the Land Sales and Condominium Division, West Virginia State Auditor Glen B. Gainer III, by the authority vested in him to enforce and ensure compliance of the Act, does hereby find as follows:

**RESPONDENT**

1. GTR Group Service is a business entity with a last known location of 2295 South Hiawasee Road, Orlando FL 32835 and last known phone number of (877) 250-7595.
2. International Timeshare Liquidators is a business entity with a last known location of 10 Cypress Point Parkway, Suite 106, Palm Cost, FL 32164 and last known phone number of (386) 682-2085.
3. Timeshare Travels is a business entity with a last known location of One South Ocean Blvd., Suite 304, Boca Raton, FL 33432 and last known phone number of (888) 838-5553.
4. Timeshare By Owner is a business entity with a last known location of 7111 Grand National Drive, Orlando, FL 32819 and last known phone number of (888) 707-8463.

5. Executive Timeshare Marketing is a business entity with the last known address of 2103 NE 40 Road, Homestead, FL 33033 and last known phone number of (877) 656-3569.
6. Nationwide Marketing Solutions is a business entity with a last known address of 4633 10<sup>th</sup> Avenue North, Lake Worth, FL 33463 and last known phone number of (516) 558-8202.
7. T.S. Luxury Group is a business entity with the last known address of 8927 Hydluto Road, Suite A4, Lake Worth, FL 33467 and last known phone number of (561) 879-2009.
8. Resort Condo Management is a business entity with the last known address of 5605 North MacArther Blvd., Suite 110, Erving, TX 75038.

### **FINDINGS OF FACT**

9. Paragraphs 1 through 8 are incorporated by reference as if fully set forth herein.
10. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management all represented themselves as a timeshare advertising and rental companies.
11. On or about February 17, 2009, Timeshare Travels entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of six hundred ninety-nine dollars (\$699.00).
12. The Owner made the payment of the aforementioned fee of six hundred ninety-nine dollars to Timeshare Travels *via* credit card.
13. On or about March 27, 2009, Executive Timeshare Marketing entered into a contract with the same Owner *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of eight hundred ninety-nine dollars (\$899.00).
14. The Owner made the payment of the aforementioned fee of eight hundred ninety-nine dollars to Executive Timeshare Marketing *via* credit card.
15. On or about May 15, 2009, Timeshare by Owner entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of one thousand six hundred dollars (\$1,600.00).
16. The Owner made the payment of the aforementioned fee of one thousand six hundred dollars *via* check.

17. On or about July 9, 2009, T.S. Luxury Group entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of nine hundred ninety-nine dollars (\$999.00).
18. The Owner made the payment of the aforementioned fee of nine hundred ninety-nine dollars to T.S. Luxury Group *via* credit card.
19. On or about July 28, 2009, Nationwide Marketing Solutions entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of one thousand seven hundred ninety-two dollars (\$1,792.00).
20. The Owner made the payment of the aforementioned fee of one thousand seven hundred ninety-two dollars *via* cashier's check.
21. On or about October 20, 2009, International Timeshare Liquidators entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of one thousand one hundred dollars (\$1,100.00).
22. The Owner made the payment of the aforementioned fee of one thousand one hundred dollars *via* credit card.
23. On or about November 3, 2009, GTR Group Service entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of nine hundred ninety-nine dollars (\$999.00).
24. The Owner made the payment of the aforementioned fee of nine hundred ninety-nine dollars to GTR Group Service *via* credit card.
25. On January 6, 2010, Resort Condo Management entered into a contract with a West Virginia citizen (hereinafter "Owner") *via* telephone and represented that it would advertise rental of the Owner's timeshare Wyndham Vacation Resorts at National Harbor located in Maryland for a fee of one thousand one hundred dollars (\$1,100.00).
26. The Owner made the payment of the aforementioned fee of one thousand one hundred dollars *via* credit card.
27. After GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management procured the upfront payments from the Owner, there was no further contact or communication between the parties.

28. No payment for sale or rentals, in any amount, was ever received by the West Virginia Owner, and no evidence of actual sale or rental of the timeshare unit was furnished.

### CONCLUSIONS OF LAW

29. Paragraphs 1 through 28 are incorporated by reference as if fully set forth herein.
30. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to furnish a fully completed copy of a statutorily compliant purchase contract, containing all applicable required information pertaining to the sale or resale of the time-share plan in violation of *West Virginia Code* § 36-9-5.
31. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to honor the request of a purchaser to cancel the contract pertaining to the sale or resale of the time-sharing plan violated *West Virginia Code* § 36-9-9(a).
32. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management misrepresented the purchaser's right to cancel in violation of *West Virginia Code* § 36-9-9(b).
33. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to refund payments made by the purchaser under the contract in violation of *West Virginia Code* § 36-9-9(c).
34. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to file with the Division any and all advertising materials used for the sale or resale of time-shares in violation of *West Virginia Code* § 36-9-10(a).
35. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management used advertising materials and/or promotional devices pertaining to the sale or resale of the time-share plan in violation of *West Virginia Code* § 36-9-10(a).
36. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing

Solutions; T.S. Luxury Group; Resort Condo Management failed to maintain statutorily compliant business records in violation of *West Virginia Code* § 36-9-11(a)-(b).

37. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to maintain statutorily required licensure as a real estate salesman, broker, or broker-salesman, pursuant to chapter forty-seven of the West Virginia code in violation of *West Virginia Code* § 36-9-18.

38. Respondents GTR Group Service; International Timeshare Liquidators; Timeshare Travels; Timeshare By Owner; Executive Timeshare Marketing; Nationwide Marketing Solutions; T.S. Luxury Group; Resort Condo Management failed to pay to the Division the statutorily required annual fee in violation of *West Virginia Code* § 36-9-24.

### ORDER

The Director, pursuant to the powers granted in *West Virginia Code* § 36-9-1, *et. seq.*, does hereby **ORDER**:

1. Respondents summarily **CEASE AND DESIST** from soliciting and offering to sell or resell the aforesaid time-share plans or units, either directly or indirectly through officers, directors, employees, representative agent, affiliates, successors or assigns, unless and until compliance with the Act has been achieved and until further Order of the Director.

2. Respondents summarily **CEASE AND DESIST** from contacting West Virginia citizens for the purpose of offering services or advertising materials to sell or resell any time-share or time-share related interest.

3. Any exemptions from the requirements of the Act claimed by the Respondent are hereby summarily **REVOKED AND SUSPENDED** pending final determination of the proceedings herein, and until further Order of the Director pursuant to *West Virginia Code* § 36-9-23(a)-(e)(1-3).

4. Respondents **SHOW CAUSE** within fifteen (15) days after receipt of this Order, through responding to each and every paragraph set forth herein, why this Order should not be made final and permanent and why Respondents should not be ordered to offer rescission to the purchasers of its services.

5. **NOTICE** is hereby given that Respondents may be afforded a hearing in this matter if a written request is made by each Respondent, and such request contains a written response to each and every paragraph contained herein. A request for hearing must specifically be made in writing and received by the Director within fifteen (15) days after receipt of this Order. If a

timely request for a hearing is made, a hearing on this matter will be set for the purpose of determining whether this Order shall be modified, vacated, or made permanent.

6. If the Respondents do not timely show cause, timely request a hearing or fail to attend a duly scheduled hearing in this matter after receiving notice thereof, the allegations contained in this Order will be deemed true without further proof. Respondents shall be deemed in default, and this Order will become final and permanent without further notice and an administrated assessment will be imposed in accordance with *West Virginia Code* § 36-9-23(e).

7. Any violation of this Order will constitute a violation of Chapter 36, Article 9, Section 23 of the Act, and if any such violation comes to the attention of the Director, the matter will be pursued in the Circuit Court, and the Respondents may held liable for further civil or administrative penalties.

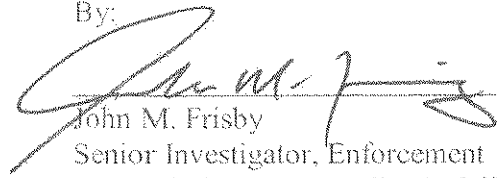
This Order does not prevent the West Virginia Land Sales and Condominium Division from seeking such other civil or criminal remedies that may be available.

ENTERED this 30<sup>th</sup> day of November 2014.

Glen B. Gainer III  
Director of Land Sales and Condominiums

Lisa A. Hopkins, Esquire  
Deputy Director of Land Sales Condominiums

By:



John M. Frisby  
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